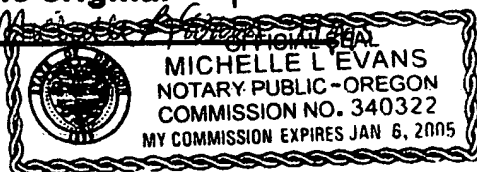




I certify that this
is a true copy of
the original as provided to BTG

EXHIBIT A



Michelle L. Evans

EPOGY COMMUNICATIONS, INC.
EMPLOYMENT, CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT
AGREEMENT

As a condition of my employment with Epogy Communications, Inc., its subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I hereby acknowledge and agree that:

1. At-Will Employment. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIC TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED, INVALID, AND CANNOT BE RELIED UPON BY ME UNLESS OBTAINED IN WRITING AND SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE COMPANY. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT I MAY BE TERMINATED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION OF EITHER THE COMPANY OR MYSELF, WITH OR WITHOUT NOTICE. DURING MY PERIOD OF EMPLOYMENT BY THE COMPANY, I WILL DEVOTE MY BEST EFFORTS TO THE INTERESTS OF THE COMPANY AND WILL NOT ENGAGE IN OTHER EMPLOYMENT OR IN ANY BUSINESS ACTIVITIES DETERMINED BY THE COMPANY TO BE DETRIMENTAL TO THE BEST INTERESTS OF THE COMPANY WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF EXECUTIVE OFFICER OF THE COMPANY. I ALSO AGREE TO PERFORM FOR THE COMPANY SUCH DUTIES AS MAY BE DESIGNATED BY THE COMPANY FROM TIME TO TIME.

2. Prior Work. All previous work done by me for the Company relating in any way to the conception, design, development or support of products for the Company is the property of the Company.

3. Proprietary Information. My employment creates a relationship of confidence and trust between the Company and me with respect to any information:

- (a) Applicable to the business of the Company; or
- (b) Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me in such context during the period of my employment.

All of such information has commercial value in the business in which Company is engaged and is hereinafter called "Company Proprietary Information." By way of illustration, but not limitation, Company Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus,

equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Third Party Proprietary Information" means proprietary or confidential information of any third party who may disclose such information to Company or me in the course of Company's business. Company Proprietary Information and Third Party Proprietary Information are hereinafter collectively referred to as "Proprietary Information."

4. Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of the Company, its assigns, and its customers and the Company, its assigns and its customers shall be the sole owner of all patents, copyrights, maskworks, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in Company Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish provided that such use does not result in the disclosure of Company Proprietary Information or the direct or indirect infringement of any intellectual property right now owned or hereafter acquired by the Company.

5. Return of Materials. Upon termination of my employment or at the request of the Company before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary Information or otherwise relating to the Company's business. In the event of my termination of employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

6. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, and all related know-how, designs, maskworks, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works.

7. Disclosure of Prior Inventions. I have identified on Exhibit A ("Prior Inventions") attached hereto all Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Exhibit A ("Prior Inventions"). If there is no such list on Exhibit A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

8. Ownership of Company Inventions; License of Prior Inventions. I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in and to all Inventions ("Company Inventions") and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my

employment with the Company (a) which relate at the time of conception or reduction to practice of the invention to the Company's business or actual or demonstrably anticipated research or development, or (b) which were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or trade secret information, or (c) which resulted from any work I performed for the Company. I hereby agree promptly to disclose and describe to the Company any and all potentially patentable Company Inventions. I agree to grant the Company or its designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of distribution) to practice all applicable patent, copyright and other intellectual property rights relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions without the prior written consent of the Company. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions without Company's prior written consent.

9. Name & Likeness Rights, Etc. I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness and biographical information in a manner that is similar to the manner in which such items are typically used in the computer industry.

10. Assignment of Other Rights. In addition to the foregoing assignment of Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Company Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Company Invention, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of an invention to object to or prevent the modification of any invention, or to withdraw from circulation or control the publication or distribution of any invention, and any similar right, existing under judicial or statutory law of any country in the world; or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

11. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, maskworks or other legal proceedings.

(b) In the event that the Company is unable after reasonable efforts to secure my signature to any document required to apply for or execute any patent, copyright, maskwork or other applications with respect to any Company Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and

issuance of patents, copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by me.

12. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

13. Survival. This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

14. Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification.

15. Duty Not to Compete. During my employment, I will not, without the Company's express written consent, undertake planning for or organization of any business activity competitive with the Company's business, or combine or act in concert with employees or representatives of the Company for the purposes of organizing any such competitive business activity. In addition, during my employment, I agree that I will not engage in any employment or business, or invest in or assist in any manner any business, which directly or indirectly competes with the business or future plans of the Company, except for less than a 5% investment in a public company.

16. Non-Solicitation. During the term of my employment with the Company and for a period of two years thereafter, I will not directly or indirectly solicit or encourage any employees, consultants, suppliers, or customers of the Company to terminate or alter their relationship with the Company or cause others to do so.

17. Notification of New Employer. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

18. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

19. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; (iv) by certified or registered mail, return receipt requested, upon verification of

receipt; or (v) by electronic mail to an officer of the Company upon receipt of a return electronic mail from such officer acknowledging my electronic mail. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

20. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

21. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

22. Waiver. The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.

23. Assignment by Company. The term "Company" shall mean Epogy Comminations, Inc, a California corporation (or any subsidiary thereof). The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns (or any subsidiary thereof).

24. Consulting. For purposes of this Agreement the term "employment" shall also mean any period of consultancy or otherwise contracting with the Company.

25. Entire Agreement. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

26. Conflict of Interest Guidelines. I agree to diligently adhere to the Conflict of Interest Guidelines attached as Exhibit D hereto.

27. Consent to Personal Jurisdiction. I hereby expressly consent to the personal jurisdiction of the Santa Clara County Superior Court and the United States Federal Court for the Northern District of California for any lawsuit filed their against me by the Company arising from or relating to this Agreement.

28. Arbitration and Equitable Relief.

(a) Arbitration. I AGREE THAT ANY DISPUTE OR CONTROVERSY ARISING OUT OF, RELATING TO, OR CONCERNING ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD IN SANTA CLARA COUNTY, CALIFORNIA, IN ACCORDANCE WITH THE EMPLOYMENT DISPUTE RESOLUTION RULES OF JAMS/ENDISPUTE THEN IN EFFECT. THE ARBITRATOR MAY GRANT INJUNCTIONS OR OTHER RELIEF IN SUCH DISPUTE OR CONTROVERSY. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE

ARBITRATION. JUDGMENT MAY BE ENTERED ON THE ARBITRATOR'S DECISION IN ANY COURT HAVING JURISDICTION. EMPLOYEE SHALL PAY A FILING FEE OF TWO HUNDRED DOLLARS AND THE COMPANY SHALL PAY THE REMAINING ARBITRATION COSTS AND EXPENSES. EACH OF US SHALL SEPARATELY PAY OUR COUNSEL FEES AND EXPENSES.

(b) THE PARTIES MAY APPLY TO THE SANTA CLARA COUNTY SUPERIOR COURT AND THE UNITED STATES FEDERAL COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA FOR A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR OTHER INTERIM OR CONSERVATORY RELIEF, AS NECESSARY, WITHOUT BREACH OF THIS ARBITRATION AGREEMENT AND WITHOUT ABRIDGEMENT OF THE POWERS OF THE ARBITRATOR.

(c) I UNDERSTAND THAT NOTHING IN SECTION 10 MODIFIES MY AT-WILL STATUS. EITHER THE COMPANY OR I CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

I UNDERSTAND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF MY RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP (EXCEPT AS PROVIDED IN SECTION 10(b) ABOVE), INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CLAIMS:

i. ANY AND ALL CLAIMS FOR WRONGFUL DISCHARGE OF EMPLOYMENT; BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGLIGENT OR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; NEGLIGENT OR INTENTIONAL MISREPRESENTATION; NEGLIGENT OR INTENTIONAL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE; AND DEFAMATION;

ii. ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE, INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FAIR LABOR STANDARDS ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AND LABOR CODE SECTION 201, *et seq*;

iii. ANY AND ALL CLAIMS ARISING OUT OF ANY OTHER LAWS AND REGULATIONS RELATING TO EMPLOYMENT OR EMPLOYMENT DISCRIMINATION.

(d) Consideration. I UNDERSTAND THAT EACH PARTY'S PROMISE TO RESOLVE CLAIMS BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, RATHER THAN THROUGH THE COURTS, IS CONSIDERATION FOR OTHER PARTY'S LIKE PROMISE. I FURTHER UNDERSTAND THAT I AM OFFERED EMPLOYMENT IN CONSIDERATION OF MY PROMISE TO ARBITRATE CLAIMS.

29. I acknowledge and agree to each of the following terms:

(a) I am executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else;

(b) I have carefully read this Agreement. I have asked any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and

(c) I sought the advance of an attorney of my choice if I wanted to before signing this Agreement.

"Company"

"Employee"

EPOGY COMMUNICATIONS, INC.

By: [Signature]

By: [Signature]

Name: HOMER CHANG

Name: Shaolin Li

Title: CEO

Date: 9/18/00

Date: 9/18/00

Exhibit A

PRIOR INVENTIONS

Exhibit B

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or

(2) Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Li Shaolin

Name: Shaolin Li
(Printed Name of Employee)

Date: 9/18/00

Witnessed by:

HONG CHANG
HONG CHANG
(Printed Name of Representative)

Exhibit C

EPOGY COMMUNICATIONS, INC.

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Epogy Comminations, Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information, Invention Assignment and Terms of Employment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Confidential Information, Invention Assignment and Terms of Employment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (24) months from this date, I will not hire any employees of the Company and I will not solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

Date: _____

(Employee's Signature)

(Type/Print Employee's Name)

Exhibit D

EPOGY COMMUNICATIONS, INC.

CONFLICT OF INTEREST GUIDELINES

It is the policy of Epogy Communications, Inc. to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

- 1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Confidential Information, Invention Assignment and terms of Employment Agreement elaborates on this principle and is a binding agreement.)**
- 2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed or constitute undue influence or otherwise be improper or embarrassing to the Company.**
- 3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.**
- 4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.**
- 5. Initiating or approving any form of personal or social harassment of employees.**
- 6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.**
- 7. Borrowing from or lending to employees, customers or suppliers.**
- 8. Acquiring real estate of interest to the Company.**
- 9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.**
- 10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.**
- 11. Making any unlawful agreement with distributors with respect to prices.**

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.



August 4, 2000

Re: **Confirmation of Offer of Employment**

Dear Mr. Shaolin Li:

On behalf of Epogy Communication Inc., a California corporation ("the Company"), I would like to extend to confirm the following offer to join the Company in the position of Senior Member of Technical Staff. Your responsibilities will include: Technical Development and Design reporting in to Bob Woo.

This offer is comprised of the following elements:

(A) You initial starting salary will be \$ 120,000 dollars per year and will be paid in arrears on a semi-monthly basis.

(B) This offer is contingent upon commencement of employment with the Company on or before September 18, 2000.

(C) You will be awarded an incentive stock option to purchase 1,500,000 shares of Company stock at the proposed price to be determined by the Board of Directors immediately following your joining (option and price are subject to Board approval). This option shall vest 1/5 of these shares 12 months after the vesting commencement date and thereafter on a monthly basis at a rate of 1/60 of the total number of shares awarded such that the entire option will be fully vested at the end of 5 years of continual service with the Company.

The Company reserves the right to cancel any unvested portion of these shares of your employment with the Company should end for any reason prior to the completion of the 5 years of continual service. The Company will prepare a stock option agreement that outlines all of the appropriate provisions and conditions associated with the option award outlined above.

(D) You will be eligible for the following benefits:

1. **Health Insurance**. You will be eligible for coverage under the Company's standard health insurance policies after it is put in place.

2. **401K Plan**. You will be eligible to participate in the Company's 401K plan after it is put in place.

3. Vacation. You will be entitled to 10 days paid vacation per year, pro-rated for the remainder of this calendar year, in accordance with the Company's vacation policy.

(E) As required by law according to the Immigration Reform and Control Act of 1986, this offer and your subsequent employment are contingent upon you completing Form I-9 and producing proof that you are legally entitled to work in the United States. Your employment with the Company will be "at will" and may be terminated by you or the Company at any time, with or without cause. Your acceptance of this offer and commencement of employment with the Company are further contingent upon your execution of a Epogy Communications, Inc. Employment, Confidential Information and Invention Assignment Agreement which will be provided to you for your review and signature prior to your first day of employment.

(F) You have told the Company that your signing of this letter, the issuance of the stock options to you, and your commencement of employment with the Company do not violate any agreement you have with your current employer; your signature confirms this representation.

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated copy of the Epogy Communications, Inc. Employment, Confidential Information and Invention Assignment Agreement which will be provided to you. This letter, together with the Epogy Communications, Inc. Employment, Confidential Information and Invention Assignment Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and you.

We look forward to working with you at Epogy Communications, Inc.

Sincerely,

EPOGY COMMUNICATION INC.



Homer Chang, Chairman and
Chief Executive Officer

APPROVED AND AGREED TO:

Employee:



Dated:

9/18/00

AFFIDAVIT OF HOWARD A. SKAIST

State of Oregon)
)
County of Washington) ss.

BEFORE ME, the undersigned Notary, Michelle L. Evans on this 23rd day of August, 2004, personally appeared Howard A. Skaist, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his oath, deposes and says:

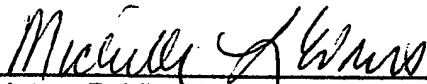
- I. J. Nicholas Gross notified me that he had initial interviews regarding the inventions on October 31, 2001 and January 9, 2002, when Epogy Communications retained him to file the applications on behalf of Epogy.
- II. J. Nicholas Gross notified me that he received rough materials/disclosures drafted in late fall/winter 2001 by Shaolin Li before Li left Epogy Communications which show the evolution of conception/reduction to practice of the inventions.
- III. On January 15, 2003, Epogy Communications assigned its entire right, title, and interest for "Any and all patent applications (provisionals and/or non-provisionals) that are not yet drafted or filed, but which could be filed on the Intellectual Property" to J. Nicholas Gross.
- IV. On April 7, 2003, J. Nicholas Gross filed a provisional patent application 60/461,170 on the above-referenced inventions.
- V. On April 7, 2004, J. Nicholas Gross filed five non-provisional applications from 60/461,170:
 - a. 10/821,143 – Multi-Antenna Wireless Data Processing System
 - b. 10/821,038 – Method of Operating Multi-Antenna Wireless Data Processing System
 - c. 10/820,962 – System and Method for Achieving Timing Compatibility with Multi-Antenna Wireless Protocols
 - d. 10/820,963 – Monitoring System Using Multi-Antenna Transceivers
 - e. 10/820,961 – Single Chip Multi-Antenna Wireless Data Processor

- VI. On May 18, 2004, J. Nicholas Gross assigned all of his rights, title and interest to the patent applications listed in Paragraph V to Bellow Bellows LLC.
- VII. On May 17, 2004, J. Nicholas Gross provided the last known address of Shaolin Li as being, 34279 Kenwood Drive, Fremont, CA 94555-2958.
- VIII. On July 1, 2004, J. Nicholas Gross FedExed the Notice to File Missing Parts to Berkeley Law & Technology Group LLC.
- IX. On June 23, 2004 Berkeley Law & Technology Group LLC's paralegal, Michelle Evans, searched the public records on Westlaw and did not find any other addresses for Shaolin Li.
- X. On July 6, 2004, Berkeley Law & Technology Group LLC sent copies of all five applications, declarations, and assignments to Dr. Shaolin Li to his last known address: 34279 Kenwood Drive, Fremont, CA 94555-2958 via CERTIFIED MAIL™ RECEIPT 7003 3110 0000 6670 3986.
- XI. The United States Post Office attempted delivery at 3:43pm on July 8, 2004 and left a notice.
- XII. On August 19, 2004, Berkeley Law & Technology Group LLC looked up the status of the delivery at the United States Post Office Track & Confirm website and the item remains unclaimed.



Affiant: Howard A. Skaist
680 NW Altishin Place
Beaverton, OR 97006

Subscribed and sworn to before me, this 23rd day of August, 2004.



Notary Public: Michelle L. Evans
Washington County, Oregon
My Commission Expires: January 6, 2005



INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement ("Agreement"), effective as of January 15, 2003, is made by and between Epogy Communications, Inc. ("Epogy") having a place of business at 1271 Oakmead Parkway Sunnyvale, CA 94085, and J. Nicholas Gross ("Purchaser"), an individual having a mailing address of 3883 18th Street, San Francisco, California 94114.

RECITALS

- A. Whereas Epogy intends to cease business and wind down operations immediately as a result of a lack of continued funding from investors and shareholders;
- B. Epogy has certain financial obligations associated with closing its business for which it desires to secure sufficient monies to help pay off such obligations;
- C. Epogy owns certain intellectual property assets, including patents, applications, inventions and other know-how detailed below;
- D. The intellectual property of Epogy, with very limited exceptions, is primarily in an unrealized, unactualized state requiring a significant additional investment of legal fees and filing costs to develop into protectable form;
- E. Epogy's investors, including its shareholders, have been consulted and are unwilling to invest additional fees and costs to sustain, preserve or actualize the value of the intellectual property assets;
- F. Epogy's Board of Directors, shareholders and officers believe it is in the best interests of Epogy to dispose of certain assets owned by Epogy, including intellectual property and other assets to secure monies sufficient to pay off any remaining obligations;
- G. Epogy has attempted to procure a purchaser of the intellectual property assets over the course of the past year but has been unsuccessful to date;
- H. Time is of the essence because Epogy must cease operations immediately, and accordingly Epogy has determined that the nature of the assets to be sold is such that an undue delay associated with conducting an extensive marketing of the assets will diminish the value of such assets, and/or be impractical;

THEREFORE, the parties agree:

1) **Definitions.** As used in this Agreement:

- (a) "Assets" means all of Epogy's right, title, and interest in any Assignment Agreements, Patent Files, Patents, Intellectual Property and Supporting Documentation.



INTELLECTUAL PROPERTY PURCHASE AGREEMENT - EPOGY/JNG

**I certify that this
is a true copy of**



- (b) "Assignment Agreements" means any agreements assigning ownership of patents, patent applications and/or other intellectual property from inventors and prior owners to EPOGY, including employment agreements, assignment agreements, purchase agreements, etc.
 - (b) "Patent Files" means the prosecution histories of the Patents in the United States or foreign patent offices, and any other documents in EPOGY's possession or control that are directly related to prosecution and/or enforcement efforts by EPOGY of the Patents, including but not limited to invention disclosures; drafts of applications for the Patents; prior art; technical, legal and/or expert analyses of any of claims of the Patents; inventor communications pertaining to the Patents; and any third party documents or correspondence relating to claim analyses or prior art to the Patents.
 - (c) "Patents" means the United States patents and patent applications owned by Epogy and listed on Exhibit A, attached hereto and made a part hereof, and all extensions, renewals, divisions, continuations, reissues, reexaminations, continuations-in-part and foreign counterparts thereof.
 - (d) "Intellectual Property" means all rights of an individual or entity in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) moral rights; (v) domain names and domain name registrations; (vi) trademarks and trademark registrations; and (vii) any other proprietary rights anywhere in the world similar to those described in this definition.
 - (e) "Supporting Documentation" means any materials, in electronic form or otherwise, which relate to any Intellectual Property owned by Epogy, including for example: inventor notebooks, inventor writings/drawings, technical materials, prototypes, and all other technical and organizational documentation associated with Epogy's efforts in designing a wireless LAN ASIC including but not limited to designs, drawings, charts, manuals, material lists, blueprints, formulae, reproductions, written and printed instructions, descriptions, reports, material and equipment specifications, pictures and diagrams, computer print outs, magnetic tapes or disks or similar storage devices as implemented by Epogy.
- 2) Assignment of the Patents. Upon full payment required by paragraph 6(a), EPOGY will execute the assignment of Exhibit B.
- 3) Transfer of the assets. Upon full payment required by paragraph 6(a), EPOGY hereby transfers and assigns to Purchaser (or to any designee of Purchaser) the Assets, including all of the Assignment Agreements, Patent Files, Patents, Intellectual Property and Supporting Documentation.

- 4) **Deliveries.** Within ten (10) days or such reasonable time as may be required after payment of the purchase price for the Patents, EPOGY will deliver to Purchaser in accordance with Purchaser's instructions, and Purchaser will notify EPOGY in writing, of receipt and acceptance of:
- (a) The Patent Files (including the last known addresses, and if available, telephone and other contact details for the inventors of the Patents); and
 - (b) The Intellectual Property (including any hard copies and/or electronic versions of invention disclosures, patent applications, drafts of potential patent applications, etc.)
 - (c) Assignment Agreements (including any original signature materials);
 - (d) The Supporting Documentation (as noted above)
- 5) **EPOGY Cooperation.** After the assignment of paragraph 2, and conditioned upon payment of the purchase price for the Patents, EPOGY will provide reasonable assistance to Purchaser in:
- (a) Authorizing any inventors to discuss with Purchaser and its representatives all matters reasonably related to and/or concerning the Patents and Intellectual Property (without regard to any obligations of confidentiality or otherwise that may be owed to EPOGY);
 - (b) Providing copies to Purchaser of additional files and documents that are relevant to the US issued versions of the Patents and in EPOGY's possession and control within 30 days (including without limitation those relating to conception, reduction to practice, practice, diligence, enforcement, validity, enforceability and interpretation);
 - (c) Providing letters of instruction and revocations of Powers of Attorney with respect to prosecution counsel for the Patents, and consents to permit such counsel to continue to represent Purchaser (and its successors) in connection with such Patents;
 - (d) Executing and delivering additional documents which are reasonably required in order to effectuate the assignment accomplished by this Agreement, including without limitation, promptly signing the assignment of Exhibit B and such further documents as may be reasonably necessary with respect to the laws of the U.S. or any other jurisdiction; and
- 6) **Payment.**
- (a) In full consideration of the Assets and assignments of paragraphs 2 and 3, Purchaser will pay to EPOGY the sum of [REDACTED] [REDACTED] of the forgoing sum shall be before execution of the present Agreement by a check delivered to EPOGY and the balance shall be due and payable upon execution by EPOGY of this Agreement and the Assignment documents of Exhibit B. No other sums or royalties shall be due from Purchaser to EPOGY or any other as a result of this Agreement,

the Assets, the assignments of the Patents, or the conveyance hereunder. Furthermore, in no event shall Purchaser have any liability for any payment of any amounts that may be due to third parties pursuant to any agreement between EPOGY and any third parties as a result of the present Agreement and/or EPOGY's transfer of the Patents.

(b) Payment is due in the United States in United States Dollars.

(c) The payment of paragraph 6(a) is exclusive of any and all value added, withholding, excise and other similar taxes, which are the responsibility of Purchaser.

7) Warranties. Subject to paragraph 8, EPOGY represents and warrants to Purchaser that:

(a) It owns the entire right, title and interest to the Assets, free and clear of any liens or encumbrances.

(b) The Patents shall be assigned and transferred free of any claims, liens and encumbrances.

(c) It possesses the right and power to enter into this Agreement and grant the rights granted herein.

(d) No licenses or covenants not to sue have been or will be granted by EPOGY under the Patents and, to the best of EPOGY's Knowledge, there are no grants of rights under the Patents (including grants to former owners and inventors).

(e) All Patent Files, Assignment Agreements, Intellectual Property, and Supporting Documentation have been or will be delivered to Purchaser.

(f) The names and addresses of inventors provided to Purchaser are true and correct, to the best of EPOGY's Knowledge.

(g) The person(s) signing on behalf of EPOGY have all requisite authority, approval and consent - including from the Board of Directors and any relevant shareholders - to enter this Agreement and the Assignments involved, and to bind EPOGY to the terms involved.

8) Limitations on Warranties.

(a) EPOGY makes no warranties as to the validity or enforceability of any of the Patents.

(b) EPOGY makes no warranties that the practice of any of the Patents does not infringe any third party patents.

(c) Except as set forth in paragraph 7, EPOGY makes no warranties whatsoever, including without limitation warranties of merchantability or fitness for a particular purpose.

9) Limits on Remedies.

- (a) EPOGY's liability for any breach of warranty or under any other theory of liability asserted by Purchaser under this agreement shall be limited to a refund of a pro-rata portion of the consideration paid under paragraph 6(a). Under no circumstances shall EPOGY's liability to Purchaser under this section 10(a) exceed, in the aggregate, the amount EPOGY receives under paragraph 6(a).
- (b) Any remedy for a breach of warranty or under any other theory of liability arising from this agreement will be unavailable to Purchaser unless Purchaser notifies EPOGY of the breach of warranty or the claim of liability, in writing within three months of the discovery of such breach of warranty or the basis for such liability; provided, however, that the foregoing shall not have the effect of extending any applicable statute of limitations.

11) Limitation of Liability and Agreement to Indemnify

Under no circumstances shall EPOGY be liable for any consequential, special, indirect, punitive, or incidental damages arising under or in connection with this Agreement or Purchaser's ownership or use of the Patents.

12) Limitation of Rights Granted. No rights are granted by EPOGY to Purchaser except as expressly set forth herein.

13) Assignability, Successors and Assigns. Purchaser contemplates the Patents will be assigned to a successor. This Agreement shall inure to the benefit of and be binding on the parties and their successors and assigns.

14) Governing Laws. The validity and interpretation of this Agreement and the rights and duties of the parties shall be governed by the laws of the State of California, without regard to conflicts of laws principles. The state and federal courts of California shall have exclusive jurisdiction to hear any lawsuit between the parties.

15) Confidentiality. EPOGY and Purchaser agree to keep in confidence and not to disclose to any third party the terms and conditions of this Agreement, except to the extent required by statute or regulation or order of a court of competent jurisdiction or as may be required to obtain the bankruptcy court's approval of this Agreement.

16) Counterparts. This Agreement may be executed in duplicates and counterparts, which, taken together, will be deemed and serve as an original. In addition, the parties agree that their authorized representatives may bind them to the terms of this Agreement with signatures exchanged by fax, provided that original signature pages will be substituted for those fax signatures as promptly as reasonably possible, and that each party intends to retain one fully executed original of this Agreement, and each of those duplicate "wet" signature originals will be deemed to be an original of this Agreement.

17) Notifications

- (a) Any notice from Purchaser to EPOGY regarding this agreement is to be in writing and directed to:

Homer Chang
President & CEO
1271 Oakmead Parkway
Sunnyvale, CA 94085

- (b) Any notice from EPOGY to Purchaser regarding this agreement is to be in writing and directed to:

J. Nicholas Gross
3883 18th Street
San Francisco, CA 94114

- 18) Entire Agreement. This is the entire agreement between the parties as to the subject matter of this Agreement. There are no other agreements or understandings, written or oral, express or implied. This Agreement may be modified only by an instrument in writing signed by both parties.

- 19) EXPLANATION OF TERMS. EPOGY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND THAT THEY ARE REASONABLY CLEAR.

- 20) ADVICE OF COUNSEL. EPOGY ACKNOWLEDGES THAT, PRIOR TO EXECUTING THIS AGREEMENT IT WAS INFORMED OF ITS RIGHTS TO SEEK ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF THE SAME.

- 21) Construction of Agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in the United States by their duly authorized representatives.

Epogy Communications, Inc.

By: 

Name: Homer Chang

Title: President & CEO

Purchaser

By: 

Name: John Nicholas Gross
Attorney At Law

EXHIBIT A

LIST OF PATENTS/APPLICATIONS

1. U.S. Patent No. 5,781,788
2. U.S. Provisional Patent Application serial no. 60/358,928
3. Any and all patent applications (provisionals and/or non-provisionals) that are not yet drafted or filed, but which could be filed on the Intellectual Property.

EXHIBIT B

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is here by acknowledged, Assignor hereby sells, assigns, transfers and conveys to John Nicholas Gross ("Purchaser"), its designees, successors, assigns, and legal representatives, Assignor's entire right, title, and interest in and to U.S. patent No. 5,781,788, provisional patent application no. 60/358,928, all non-provisional applications, divisions, continuations, and renewals thereof, all foreign patents which may be granted on any foreign applications corresponding thereto, all reissues and extensions thereof, all proceeds therefrom including but not limited to, all license royalties and/or damages and proceeds of infringement suits, and any and all causes of action for past, present, and future infringement of any of the above U.S. and foreign patents or relating to any inventions or discoveries described therein, including the right to collect damages for all such infringements and the right to sue on all such causes of action for their own use and benefit and the use and benefit of their successors, assigns, and legal representatives, each and every of the foregoing rights, titles, and interests herein assigned to be held and enjoyed by Purchaser, its successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed at SUNNYVALE, CA this 15TH day of January 2003.

EPOGY COMMUNICATIONS, INC.

Signature: _____

Print Name/Title: _____

President & CEO

JNG

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, J. Nicholas Gross having offices at 726 Duboce Avenue, San Francisco, CA 94117, ("**Assignor**"), does hereby sell, assign, transfer and convey unto Bellow Bellows LLC, a Delaware limited liability company, having an office at 171 Main Street, #271, Los Altos, California 94022 ("**Assignee**") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "**Patent Rights**"):

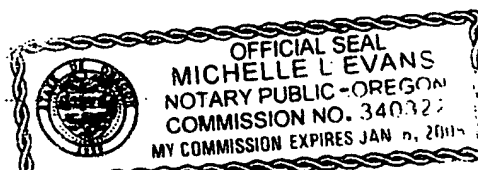
<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
10/821,143	U.S.A.	April 7, 2004	Multi-Antenna Wireless Data Processing System; Shaolin Li
10/821,038	U.S.A.	April 7, 2004	Method of Operating Multi-Antenna Wireless Data Processing System; Shaolin Li
10/820,962	U.S.A.	April 7, 2004	System and Method for Achieving Timing Compatibility with Multi-Antenna Wireless Data Protocols; Shaolin Li
10/820,963	U.S.A.	April 7, 2004	Monitoring System Using Multi-Antenna Transceivers; Shaolin Li
10/820,961	U.S.A.	April 7, 2004	Single Chip Multi-Antenna Wireless Data Processor; Shaolin Li

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) to the best of its knowledge, it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority

Document Id: Gross-EpogyPPA5-13-04 - final agreement

**I certify that this
is a true copy of
the original**

Michelle L Evans 3pgs



to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing.

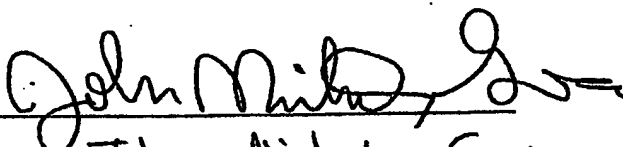
Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at San Francisco, CA
on May 18, 2004.

ASSIGNOR

By: 
Name: John Nicholas Goss
Title: Owner

(Signature MUST be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Francisco

ss.

On May 18th 2004

Date

before me, Aaron Craig Jacobson-Sanker, Notary Public,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John Nicholas Gross

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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☐ Attorney-in-Fact

☐ Trustee

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Michelle L Evans



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Michelle L Evans

